

CGB-CC-0120

Talking Pictures Productions

RECEIVED & INSPECTED

DEC 2 9 2005

FCC - MAILROOM

December 28, 2005

Federal Communications Commission Disabilities Rights Office 445 12th Street SW Washington DC 20554

RE: Petition to Request Exemption from the Commission's Closed Captioning Rules

Dear Sir or Madam;

I am Tony Toscano and I produce and host a small half-hour TV program called "Talking Pictures," a weekly entertainment program that reviews films. The show is seen on KJZZ TV in Salt Lake City. I also "barter" the show to KHIZ TV in Victorville, California, KTVA in Anchorage, Alaska and Ocean TV 20 (on the Ocean County College TV station).

I am writing you to request an exemption of the Closed Caption Requirements under section 79.1 Section F of the Commission's rules, as compliance would cause an undue burden financially to me.

It would be necessary to send programming out to be closed-captioned at approximately \$300 - \$350.00 per each 1/2-hour program (Examples attached). The cost would be nearly equal to what I am generating from the weekly sale of the show to KJZZ TV and Ocean County College and the 3 1/2 minutes of commercial spots I barter.

Also, the closed captioning would cause the show to be late, as reviews need to be timely and such would cause a delay of several days making the show un-airable as reviews of current movies have only a small window to remain "fresh."

As the program is my only source of income for my family, being forced to comply and spend the required amount would leave me with virtually nothing left.

I have contacted each of the stations I am on and there are no financial resources available to close caption the show. I am, however looking for a "closed-caption" sponsor to help with the costs but because of the close caption costs, finding a sponsor is proving difficult.

Also, as per exemption item 79.1 Section D under the Commission Rules, because it is a specific review show commenting on currently released films, please take into consideration that once a film is released to theaters, the show has no repeat value.

I have attached current billing documentation and barter contracts for the program for your review as well as 2 examples of current close-caption costs.

Again I respectfully request "Talking Pictures" be exempted from the closed captioning requirements for the reasons stated above.

Tony Toscano
Talking Pictures
3674 West Belfort Drive

Salt Lake City, Utah 84120

(801) 792-9290 (Voice) / (801) 965-1357 (Fax) / E-Mail: tonv@talkingpictures.tv



1010 Rockville Pike, Suite 306 Rockville, Maryland 20852-1419, USA 301-738-8487 • FAX 8488 • TTY 8489 info@epeweb.com • www.cpcweb.com

Caption Service - Multiple Possibilities

Here is an example of a job 12 (twelve) 30 minute videos – 2 weeks turn-around

1) CPC does the entire job

CPC will closed caption each of your 30 minute BetaSP tapes for \$240 (\$8.minute). The only thing you will supply is blank BetaSP tape stock to dub the caption copy on to.

The above rate includes transcription, caption placement and timing, and caption encoding. We will return your original uncaptioned BetaSP tape to you, along with the closed captioned copy.

The above rate is based on a volume of at least 12, 30 minute BetaSP tapes per week, and a two week turn-around.

2) CPC does the transcription and caption placement and timing, you do the caption encoding. CPC charges \$175.50 (\$5.25/minute) per 30 minute show. You upload the video to an FTP site. CPC emails you the caption file which is ready to be encoded. CPC provides you with free encoding software to use (CPC-710 regular price \$995). You purchase a Link PCE-845D encoder from CPC for \$1,200.00, and a PCI-LTC time code reader card for \$315 from CPC.

Note that if you cannot upload the video to an FTP site, you can provide a copy of the BetaSP tape to CPC, and CPC will charge an additional \$25 per 30 minute video. If you want the copy of the BetaSP tape returned to you, add an additional \$5 per 30 minute video.

The above rate is based on a volume of at least 12, 30 minute BetaSP tapes per week, and a two week turn-around.

3) CPC does the caption placement and timing, you do the transcription and the caption encoding. CPC charges \$105 (\$3.50/minute) per 30 minute show. You upload the video to an FTP site. CPC emails you the caption file which is ready to be encoded. CPC provides you with free encoding software to use (CPC-710 regular price \$995). You purchase a Link PCE-845D encoder from CPC for \$1,200.00, and a PCI-LTC time code reader card for \$315 from CPC.

Note that if you cannot upload the video to an FTP site, you can provide a copy of the BetaSP or VHS with audio TC tape to CPC, and CPC will charge an additional \$25 per 30 minute video. If you want the copy of the BetaSP tape returned to you, add an additional \$5 per 30 minute video.

The above rate is based on a volume of at least 12, 28 minute BetaSP tapes per week, and a two week turn-around.

4) You purchase the captioning system from CPC, and do the entire job yourself for \$7,585. The component breakdown follows.

\$5,995 for CPC-700NL software, \$315 for PCI-LTC time code reader card, \$1,200 for Link PCE-845D encoder, \$75 for Dazzle DVC-80 video capture device

Turnaround will be about three days.

(Note: Due to the volume of work, we most likely can not meet our normal 3 day turnaround 12/23)

SERVICES

Professional closed-captioning services.

Cost is \$10 per video minute plus \$50; includes encoding, videotape, and 2nd day FedEx.

Client will be sent an open-captioned VHS proof copy at no charge.

Client sends us a professionally produced "master video" on BetaSP, DV/DVcam, or DVCpro25

and we create a closed-captioned professional master on BetaSP or DVcam.

Example: A ten minute video using 'pop-on captions' would cost \$150.

Add \$2/minute if verbatim script is not supplied.

Subtract \$4/minute if roll-up captions are used instead of pop-on captions.

TV Spots are \$100 per spot (:10 to :60); plus \$50 for tapestock and shipping. Script must be supplied on disk or emailed. Turnaround is two business days.

Music Videos (up to 5 minutes) are \$175, includes BetaSP/DVcam videotape and shipping.

Script must be supplied on disk. Additional BetaSP/DVcam copy is \$35 (includes tape).

TECHNICAL DETAILS FOR PROFESSIONAL CAPTIONING

We normally use "Pop-on" type closed-captions; the captions "pop-on" the screen in groups of words

and are positioned so that they do not cover-up material being discussed.

Our encoder (hardware which adds the captions) uses component video in/out.

DV formats: we can accept DV, DVcam, DVCpro25 and master to DVcam. (all are small or large cassettes).

Please call concerning details.

New Lower Price: As noted above, "roll-up captions" are \$4/minute less;

reason is that "roll-up captions" require less production time. For an example of using "roll-up captions" watch 'The History Channel', they use this format for most of their programming.

Add Captions to streaming video on the web!

(Windows Media Video, Quicktime, RealOne)

You put the video up on your server and we create the companion captioning file for the player.

Take a look at our demo using the Windows Media Player: (you need to turn captions 'on' on the WMP) ("Right-click and "open in new window") Do not double-click here.

Run Windows Media Player with demo

Run Video on IE page using the Windows Media Player.

- If you are on a MAC or have problems, email me and I'll send you a CD of these files.
- \$5 per minute of video; client supplies video file and a script file.

Add Subtitles to DVDs using DVDStudioPro

Adding subtitles to a DVD you create in DVDStudioPro is not fun.

DVDStudioPro includes a subtitle editor but the process of using it is painfully slow. You create a subtitle block, set the in/out timecode points, check the sync, then move onto the next subtitle block.

We just did the subtitling for a 20-minute DVD – it contained 316 subtitle blocks!

A better and more cost effective way is for you to FTP us your videos in mp4, we create a STL subtitle file which you import onto a subtitle track. You still have to make minor adjustments to some of the in/out points. You have the same options as if you had manually created the subtitles; font, font size, color, position (left/right/center), timecode in/out points.

We have a MAC with DVDStudioPro so that we can fully test the STL file before

sending it to the client.

We are a PC shop but got this system because there are so many horror stories on the Internet concerning DVDStudioPro and subtitles.

If you have an interest in this service, email me and I'll email you a 'test' STL file with instruction on how to place it on the subtitle track. You can use any video, the demojust illustrates how easy it is to use a STL subtitle file.

\$7 per minute of video; client supplies mp4 file and a script file. \$50 minimum.

"VHS videotapes used in the Classroom"

This unique college/university service was designed to make existing VHS videos in your school's library accessible to a deaf/hoh student. Client sends us a non-captioned VHS videotape and we return it unaltered plus two open-captioned or closed-captioned VHS copies; one copy for use and the second to be used as a backup.

Cost is \$4 per video minute which includes transcribing, videotape, and shipping. We use roll-up type captions; this is the format "The History Channel" uses for their evening programming.

Thus, a 30-minute video is exactly \$120. The captions roll-up from the bottom of the screen and are re-positioned to the top of the screen if needed.

"Do your own Captioning"

(we offer two systems)

OCmaker

The intended user of our OCmaker system is a college/university who has a large VHS video library for student use, most of which is not captioned. This system will enable the staff (using work-study students) to create an open-captioned version of

these videos; meeting the Federal requirements to make videos accessible to your deaf/hoh students.

This system, called OCmaker, was designed to take a non-captioned VHS video and create an open-captioned version of it. This is NOT a feature rich captioning system, which normally means very difficult to learn and remember, but one that is easy to learn/remember and requires very little training.

The system was designed to get the words on the screen (uses roll-up captions only) by an individual who has no captioning or video production background and most likely will not be using the system on a full-time basis; great job for work-study students.

The total package, except Windows PC, is \$3,000. The system is upgradeable to our high-end system which adds closed-captions.

If you'd like a FREE copy of the demo video which illustrates using the system to add open-captions to a short video, please send us an email requesting "OCmaker Captioning System".

ADDrollupCC

This configuration integrates into your NLE system and allows you to add 'rollup' type captions to the video you produce. This would be an ideal system for a church/school/city which wants to make their programming available to deaf/hoh viewers. In some cases, captioning is required by FCC rules.

The main design consideration of ADDrollupCC was 'user friendly'. The program will add line-21 rollup closed-captions to video using a hardware encoder manufactured by Link Electronics. Adding rollup closed-captions to a one-hour video takes about 2-3 hours of captioning work, whereas it would take 10-15 hours to add popon closed-captions (the other format of captions). These estimates do not include transcribing.

If you would like to see what rollup closed-captions look like, watch The History Channel – they use this format for most of their evening programming.

The introductory price for ADDrollupCC is \$3,000; this includes the professional line-21 closed-caption encoder manufactured by Link Electronics; encoder supports composite, s-vhs, and component video. The encoder connects between your NLE system and your record deck when creating the closed-captioned master. System works with DV, DVD, S-VHS, DVcam, DVCpro, BetaSP; call for details.

We just completed a VHS demo tape (might ship on DVD) which illustrates using the system -- if you'd like a free copy, email us your postal address.

To download a diagram of the system, right click and do a 'Save Target As'; this is a pdf file.

Not going to make the Jan 1st deadline for adding closed-captioning?

We'll do it for you, half-hour program is \$200 (includes transcribing, tape, shipping) We can do it for this low price because we are using ADDrollupCC and it doesn't take very long to do it.

Here's the math: It will cost us \$30 to get it typed, it will take two hours of production time to put the script and video together using ADDrollupCC, and \$15 for Fedex to get it back to you.

Turnaround will be about three days.

Our Customers

Home Depot (GA) *** DuPont (DE) *** Los Alamos Nat'l Lab (NM) *** USPS (TN, IL, MA, ME) *** NY Bar Association (NY) *** Colonial Insurance (SC) *** Unum Insurance Company (ME) *** I-Car Tech Ctr (WI) *** Sanders/Lockheed (NH) *** US Dept Interior/BOR (ID) *** Albany Medical Center (NY) *** BAE Systems (NH) *** WNY Indep Living Project (NY)

University at Buffalo/Suny CAT/UB (NY) *** University of New Hampshire (NH) *** Bowdoin College (ME) *** University of Maine (ME) *** City College (NY) *** University of New Mexico (NM) *** Fitchburg State College (MA) *** SW Texas State University (TX) *** San Diego City College (CA) *** University of WI - Extension (WI) *** Dartmouth College (NH) *** Salish Kootenai College (MT) *** NYU (NY) *** Univ of Iowa *** Marin CC (CA) *** CAL State - San Marcos *** Univ of DE *** Temple Univ (PA) *** NE Univ (MA) *** Penn State (PA) *** UC Berkeley (CA) *** San Diego State (CA) *** CSU - Chico *** Univ of VT *** Marymount Univ (VA) *** MSU - Morehead (MN) *** College of the Holy Cross (MA) *** Renton Tech College (WA) *** American Univ (DC) *** Madonna Univ (MI) *** College of the Redwoods (CA)

Plus many small video production companies from Maine to California.

Contact

Closed Caption Maker 822 Guilford Avenue, #148 Baltimore, MD 21202

1-800-527-0551

Website: www.CCmaker.com

E-Mail: wGallant@CCmaker.com

Website Created March 4, 1996 ... Updated December 23, 2005



Talking Pictures General Program License Agreement

This agreement is between Talking Pictures Productions (3674 West Belfort Drive Salt Lake City, Utah 84120) and Ocean County College Media Services. (Lee Kobus, Media Services - Ocean County College - College Drive - Toms River, New Jersey 08754 - 732-255-0399).

- 1. Talking Pictures 22-Minute Program, Episodic Promos and Generic Promos
- 2. Term of License Agreement

Station: Ocean TV-20 - Ocean County College

Length of Program: 22 Minutes TRT

Delivery Date: Per Week

Format: Mini DV - can also accept DV Cam

Payment Terms: \$100.00 per episode / commercial free (no spots) payable each

month via faxed invoice.

Programming Schedule: Thursday evenings, 7:30 PM, Friday mornings 9:00 AM,

Saturday morning 6:30 AM

On Air Promotion: Ocean County College agrees to promote / advertise Talking Pictures equally as any like program currently airing.

Agreed to and accepted: (Talking Pictures)

Tony loscano

Tony Toscano, Host and Executive Producer

Talking Pictures Productions

Licensee /Broadcaster:

Date:

Accepted By:/

Name: Lee H Kobus

Title: Director of Academic Technology

E-Mail Address: lkobus@ocean.edu

FAX Number: 732-255-0484

Talking Pictures General Program License Agreement

This agreement is between Talking Pictures Productions (3674 West Belfort Drive Salt Lake City, Utah 84120) and KTVA TV Anchorage Alaska (licensee / broadcaster).

- 1. Talking Pictures 22-Minute Program, Episodic Promos and Generic Promos
- 2. Term of License Agreement

Station: KTVA TV - 1007 West 32 Nd Ave. Anchorage, AL 99503

Length of Program: 22 Minutes

Delivery Date; Per Weck

Format: Sat Feed / Beta / Beta SP

Payment Terms: Barter 50 / 50 (4 minutes / 4 minutes)

KTVA - Programming Schedule: (When will you air Talking Pictures?)

On Air Promotion: KTVA agrees to promote / advertise Talking Pictures equally as any like program currently airing.

Agreed to a (Talking Pi	ictures)	9/18/02	
Name:	A.E. Tosca	mo	
Title:	HOST / EXE	CUTIVE Produces	2
	Licensee	e / Broadcaster:	
Accepted B	»(Berfru	Me Date: 9-19-0	2
Name:	ydney L. le	rhune	
Title:	Orogramming (Manager	

Talking Pictures General Program License Agreement

This agreement is between Talking Pictures Productions (3674 West Belfort Drive Salt Lake City, Utah 84120) and KHIZ TV 64 Victorville Ca (licensee / broadcaster).

1. Talking Pictures 22-Minute Program, Episodic Promos and Generic Promos

Station: KHIZ TV - 15605 Village Drive, Victorville Ca, 92394 - 760-241-5888

Length of Program: 22 Minutes

Term of License Agreement

Delivery Date: Per Week

2.

Format: Sat Feed / Beta / Beta SP

Payment Terms: Barter 50 / 50 (4 minutes / 4 minutes)

Programming Schedule: (When will you air Talking Pictures?)

On Air Promotion: KHIZ TV 64 agrees to promote / advertise Talking Pictures equally as any like program currently airing.

Agreed to and acce (Talking Pictures)	pted:	9/19/02
Name:	A.E. T050	CANO
Title: Hos	T / Executive Pro	ducer
	Licensee / Broadcaster:	0
Accepted B	Mafffel Date:	4.2002
Name:	STEILA MONTEUM	
Title: Pr	35 ram Direction	



License Agreement

TALKING PICTURES

DATE:

Aug. 29, 2001

LICENSOR:

Tony Toscano

LICENSEE:

KJZZ-TV

CITY OF LICENSE:

Salt Lake City. Utah

The following are the terms and conditions of a License Agreement between Tony Toscano (Licensor) and KJZZ-TV (Licensee) with respect to the right to transmit the licensed program TALKING PICTURES over the air from the facilities of the above-referenced station.

 LICENSE TERM: The program shall consist of one 30 minute production, produced and hosted by Tony Toscano, and originally produced for Licensee, to be delivered to Licensee each week. There will be no repeat broadcast programs or segments of programs in subsequent weeks without the express approval of the licensee.

Licensor will also produce a one (1) to three (3) minute "Mini-Movie Review" program to be edited at KJZZ. Specific length and frequency of weekly programs produced will be determined by Licensee.

The license term shall be September 22, 2001 through September 20, 2002. The licensee shall have the right to renew the program each successive year that it is produced thereafter.

- 2. TIME PERIOD: The time period of airing the program will be determined by the licensee. Licensee agrees to air the program initially Saturdays at 10:30 p.m.
- 3. NUMBER OR RUNS: Licensee will have the option of unlimited runs of the program each week.
- 4. LICENSE FEE: Licensee shall pay Licensor \$400 per week for each original program. Payment shall be made on a monthly basis with the first payment due October 1, 2001.
- 5. COMMERCIAL TIME: Each 30 minute program will be formatted for 21 minutes and 45 seconds of program content with three (3) internal breaks and one (1) end break. The first internal break shall be for 2 minutes and 15 seconds to allow for a 15 second billboard. The second and third internal break will be for 2 minutes each. The end break will also be for two minutes.
- 6. PROMOTIONAL CONSEIDERATIONS: Licensor will have the right to include (1) promotional consideration per program during the credits for talent clothing. Licensor will work with KJZZ sales staff for promotional tie-ins with key sales clients. All sales and promotional items will be sold by Licensee.
- 7. DELIVERY OF PROGRAM: Each program shall be delivered to station KJZZ offices by noon on the Friday prior to the Saturday air date.

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- 8. CONTENT APPROVAL / EDITORIAL CONTROL: Licensee shall have the right to review and reject any portion of any program for any reason.
- 9. PREEMPTION'S AND MAKE GOODS: In the event of a preemption, no program make goods will be required.
- 10. PROMOTION: Licensee will promote the program equal to or greater than other similar types programming currently under license. Licensor will obtain clearance and approval from KJZZ Promotions Director before executing any promotional opportunities including, but not limited to, the use of KJZZ logo or KJZZ name.
- 11. COPYRIGHT / OWNERSHIP: Licensor warrants that the performing rights of all video and audio content of the program licensed hereunder are either (a) in the public domain; (b) controlled by a performing rights society having jurisdiction over the broadcast of such music and or video; or (c) controlled by Licensor to the extent necessary to permit Licensee's telecast.

If music or video covered by Section (b) is included in the program, Licensor will advise Licensee of the title, composer and publisher thereof and Licensor will compensate Licensee for any fees associated thereto. Licensee will then procure and pay for a license to perform such music or telecast such video.

With respect to music covered by Section (c), Licensor agrees to indemnify Licensee against liability or expenses arising out of the performance of such Licensor-controlled music or video.

- 12. FCC 317 and 508: Licensor warrants that to the best of its knowledge, with respect to the above mentioned program licensed hereunder, it has been produced by an entity owned or controlled by Licensor, and it has complied with and discharged all obligations, if any, imposed by any federal law, regulation or order, including, but not limited to, Sections 317 and 507 of the Federal Communications Act of 1934, as amended, or now enforced.
- 13. TRANSLATORS/BOOSTERS: KJZZ-TV "Rider A" is hereby made part of this Agreement.
- 14. MUTUAL INDEMNITY: Licensor warrants that it has the right to grant this License to telecast the Program licensed hereunder and, agrees to indemnify Licensee against liability, loss, damages or expenses arising out of or caused by any material contained in the Programs as furnished hereunder by Licensor or the use thereof as herein specified. The Licensee shall give the Licensor notice in writing of any claim, damage or action for which indemnity is provided.
- 15. GENERAL PROVISIONS: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any material statute, law, ordinance, rule or regulation, the latter shall prevail, but in any provisions of this Agreement so affected shall be curtailed and limited only to the extent necessary to bring them within the applicable requirements, and the remainder of this Agreement shall continue in full force and effect. This Agreement is the entire agreement of the parties. All prior understandings, oral or written, if any, between the parties regarding the Programs license hereunder have been merged herein or, if not merged, are hereby cancelled. Any amendment or discharge of this Agreement must be in writing and signed by Licensee and shall be binding only when accepted and signed by Licensor. Paragraph titles are for identification purposes only and shall have no effect in the application or construction of the provisions hereof.



SIBI AMELIA EARBABT DRIVE + SALT LAKE CITY, WTAW - 84116 PHONE: {801} 537-5414 + FAX: (801] 230-6414

RIDER A

Notwithstanding anything to the contrary contained herein, Licensee shall have the right to authorize the simultaneous retransmission and/or relay of the Programs licensed hereunder by the translator and/or booster stations listed in the Schedule of Translator and Booster Stations set forth below, without incurring any liability for additional license fees or being deemed in breach of this Agreement. In the event additional translators and/or boosters are licensed by the Federal Communications Commission ("FCC") and authorized by said agency to retransmit Licensee's telecasts during the life of this Agreement, Licensee may authorize simultaneous retransmission of the Programs licensed hereunder in accordance with FCC Rules and Regulations, upon written notice to Distributor of the FCC's authorization of such additional translators and/or boosters, which notice shall include the information called for in the Schedule of Translator and Booster Stations set forth below.

Licensor grants to Licensee exclusivity for each of licensee's translators/boosters/satellite and LPTV stations listed below on the Schedule of Translator and Booster Stations, within thirty-five miles from the reference point of such station's community of license, as determined pursuant to Rules 73.658(m) and 76.53 of the FCC, provided such transmission does not cross over into another Nielsen Media Research Designated Market Area. Such translators are designated below [*] and licensee grants for these translators/boosters/satellite and LPTV stations non-exclusive rights of retransmission simultaneously with its transmissions over the facilities of its main transmitter. The above exclusivity does not apply to Superstations, Cable, or other transmissions originating outside of the Salt Lake Nielsen Media Research Designated Market Area unless such exclusivity is specifically granted by licensor.

Licensee represents and warrants that all translator and/or booster stations identified in the Schedule below are duly licensed by the FCC. In the event the FCC withdraws its license and/or authorization from one or more of the translators and/or boosters listed below, Licensee shall terminate the retransmission of the Programs over said translator(s) and/or booster(s). Distributor shall have the right to revoke the consent granted to Licensee herein in the event any translator(s) and/or booster(s) specified herein or any additional translator(s) and/or booster(s) added to this agreement pursuant to the terms listed above is located inside or transmits a signal within thirty-five (35) miles of any designated community (including any designated community within a hyphenated market, as determined pursuant to Section 73.658(m) and Section 76.51 of the FCC's Rules and Regulations) of a station to which Distributor has licensed or will license programming on an exclusive basis outside of the Salt Lake Nielsen Designated Market Area. Licensee agrees to notify Distributor or any change in the coverage area of any of the translator an/or booster stations identified hereunder and to obtain the written consent of Distributor for the continued retransmission and/or relay of the Programs by any such translator or booster station(s) where the coverage area has been changed.

SCHEDULE OF TRANSLATOR AND BOOSTER STATIONS

<u>Channel</u>	Coverage Area: Name or Areas or Communities Served
55	Baker, NV / Garrison, UT
42	Battle Mountain, NV
32	Beaver, UT
26	Beaver County (Milford), UT
23	Bery/Modena / Newcastle, UT
25	Blanding,UT / Montecello,ID
31	Cedar Canyon, UT
22	Cedar City, UT
35	Coalville, UT
	55 42 32 26 23 25 31 22

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RIDER A (continued)

SCHEDULE OF TRANSLATOR AND BOOSTER STATIONS

Call Sign or Latitude/Longitude	<u>Channel</u>	Coverage Area: Name or Areas or Communities Served
K07 UY*	7	Cortez, CO
K54DW	54	Delta, UT
K67C O*	67	Dove Creek, CO
K06MT	6	Duchesne, UT
K59EV	59	Elko / Carlin, NV
K27EL	27	Emery, UT
K50Di	50	Emery County, UT
K09WJ	9	Escalante, UT Evanston, WY
K50 DR K50 ER	50 50	Fairview / Mt. Pleasant, UT
K42DR	42	Fillmore. UT
K2BFX	28	Fredonia, AZ
K50EC	50	Fruitland, UT
K41EB	41	Garfield County, UT
K55GN	55	Garrison, UT
K54DY	54	Georgetown, ID
K62EY	62	Hanksville, UT
K21DY	21	Heber City, UT
K38FC	38	Henefer / Echo, UT
K46E B	46	Huntsville, UT
WMW446	17	Jeffery City, WY
K19DV	19	Kamas / Park City, UT
K28EX	28	Kanab / Fredonia, UT
K52 DW	52	Kanaraville, UT
K15EL	15	Koosharem, UT
K36DZ	36	Laketown / Garden City, UT
K03ER*	3	Lander / Arapaho, WY
K46DK	46	Leamington, UT Levan / Nephi, UT
K18FK	18	Logan / Smithfield, UT
K18DL	18 48	Malad, ID
K48EA	24	Manti / Spring City, UT
K24EM K23EJ	23	Monroe, UT
K54DY	54	Montpelier, ID
WMV566	15	Morgan, UT
K19CP	19	Mountain View / Ft. Bridger, Ut
K40FD	40	Oakley / Peos, UT
K18ET	18	Orderville, UT
K55HT	55	Park City, UT
37 49 19 / 112 27 28	16	Pangulich, UT
K44DR	44	Parowan, UT
K20EZ	20	Preston, ID
K21 EZ	21	Price / East Carbon, UT
K24EC	24	Randolph / Woodruff, UT
K66FC	66	Rich County, UT
K44DU	44	Richfield / Monroe, UT Riverton / Thermopolis, WY
K38EK*	38 26	Rock Springs, WY
K26DK	19	Roosevelt. UT
K19CZ	19 60	Salina / Redmond, UT
K60FD	38	Samak, UT
K38FD	39	Scipio, UT
K39FH	42	Soda Springs / Bancroft, ID
K42CY K24CY	24	St. George, UT
K19CP	19	Unitah County, WY
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WHEN SIGNED BY LICENSEE AND LICENSOR, THIS DOCUMENT SHALL CONSTITUTE A VALID AND BINDING AGREEMENT AND SHALL BE DEEMED TO INCLUDE THE KJZZ-TV RETRANSMISSION AND EXCLUSIVITY TERMS KNOWN AS KJZZ-TV 'RIDER A'.

LICENSEE:	LICENSOR:	
Larry H. Miller Communications Corp.	Talking Pictures	
KJZZ-TV	<u>-</u>	
DIRI		
Randy Rigby	Tony Toscano	
VICE PRESIDENT / GENERAL MANAGER	OWNER / PRODUCER	
Aug 29 2001		
DATE O	DATE	_

RIDER A (continued)

SCHEDULE OF TRANSLATOR AND BOOSTER STATIONS